

SCHMID, MOONEY & FREDERICK, P.C.

ATTORNEYS AT LAW

11404 WEST DODGE ROAD

SUITE 700

OMAHA, NEBRASKA 68154

Mar 18 3 08 171 194

GEORGE J. Physically REGISTER OF DEEDS DOUGLAS COMMEY, HE EASEMENT

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THIS AGREEMENT entered into by and between MVP PARTNERSHIP, a Nebraska General Partnership, hereinafter referred to as "Grantor", and TALTON K. ANDERSON and MARY JOY ANDERSON, husband and wife, and WILLIAM R. JENSEN and MARY JENSEN, husband and wife, hereinafter referred to as "Grantees".

WHEREAS, the Grantor is the owner of a tract of land located in Lots 1 and 2, Miracle Village, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Grantees own and operate businesses which use a sanitary sewer line crossing parts of Lots 1 and 2, Miracle Village;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor hereby grants:

A permanent easement for the installation and maintenance of a sanitary sewer line across parts of Lots 1 and 2, Miracle Village, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, said easement being 15.0 feet in width and lying 7.5 feet each side of the following Commencing at the Southeast described centerline: corner of said Lot 2, Miracle Village; Thence North 28°13'59" East (bearings based on the Miracle Village recorded plat) for 109.64 feet along the Easterly line of said Lot 2 to the Northeast corner of a lot split of said Lot 2; Thence North 78° 48'15" West for 32.38 feet along the Northerly line of said Lot split to the TRUE POINT OF BEGINNING; Thence North 16.12'19" East for 21.12 feet to an existing cleanout; Thence North 06°51'24" East for 97.10 feet to an existing cleanout; Thence North 06°55'13" East for 67.15 feet to an existing cleanout; Thence North 36°47'27" East for 15.08 feet to an existing manhole and the point of termination of this easement, said point being North 74° 45'52" West for 95.56 feet from the Northeast corner of said Lot 1, Miracle Village.

A copy of a plat showing said easement as "Easement 2" is attached hereto, marked as Exhibit "A", and made a part hereof.

It is further understood and agreed that Grantor and its assigns shall have free use of the surface area but shall not have the right to construct any improvements over such easement area unless the same is removable.

In the event a Grantee is required to make repairs in the sewer line located in said easement, the full expense shall be borne by the Grantees, equally, including the expense of restoring the surface of the ground to substantially the same condition as before the excavation of such ground, if such excavation is necessary.

Grantees agree that this will repair any damages which result from their future use of this easement.

Each covenant and condition contained herein shall run with the land and shall be binding upon the heirs, devisees, transferees, successors and assigns of Grantor and Grantees.

Executed this and day of Month, 1994.

MVP PARTNERSHIP, A Nebraska General Partnership

By: Land Underwood, Partner

Talton K. Anderson, Grantee

Mary Joy Anderson, Grantee

William R. Jensen, Grantee

William R. Jensen, Grantee

STATE OF NEBRASKA) ; ss. COUNTY OF DOUGLAS)

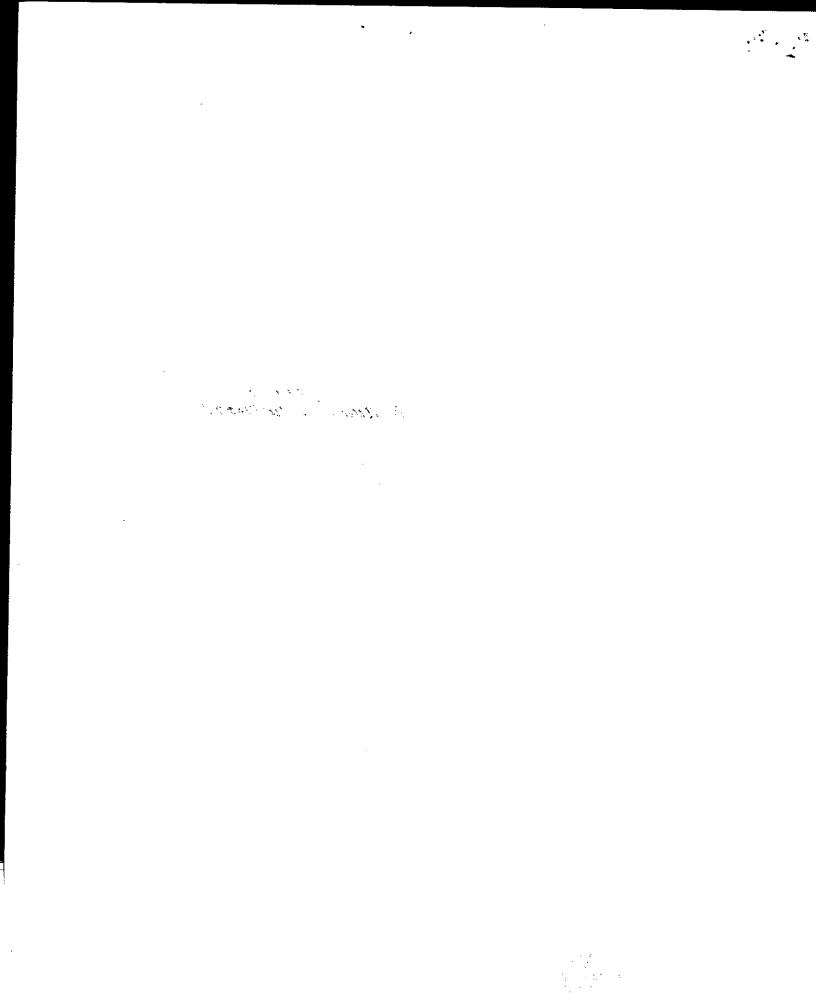
Before me, a Notary Public qualified for said county, personally came David Underwood, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal on the 3th day of

Mary E. Bolamperti Ngtary Public

Jewsen Grantee

GENERAL NOTARY-State of Nebraska
MARY E. BOLAMPERTI
My Comm. Exp. March 21, 1995



STATE OF NEBRASKA) ss. COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came Talton K. Anderson, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal on the 10th day of MARCH, 1994.



Notary Public

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came Mary Joy Anderson, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal on the 107H day of MARCH, 1994.



Notary Public

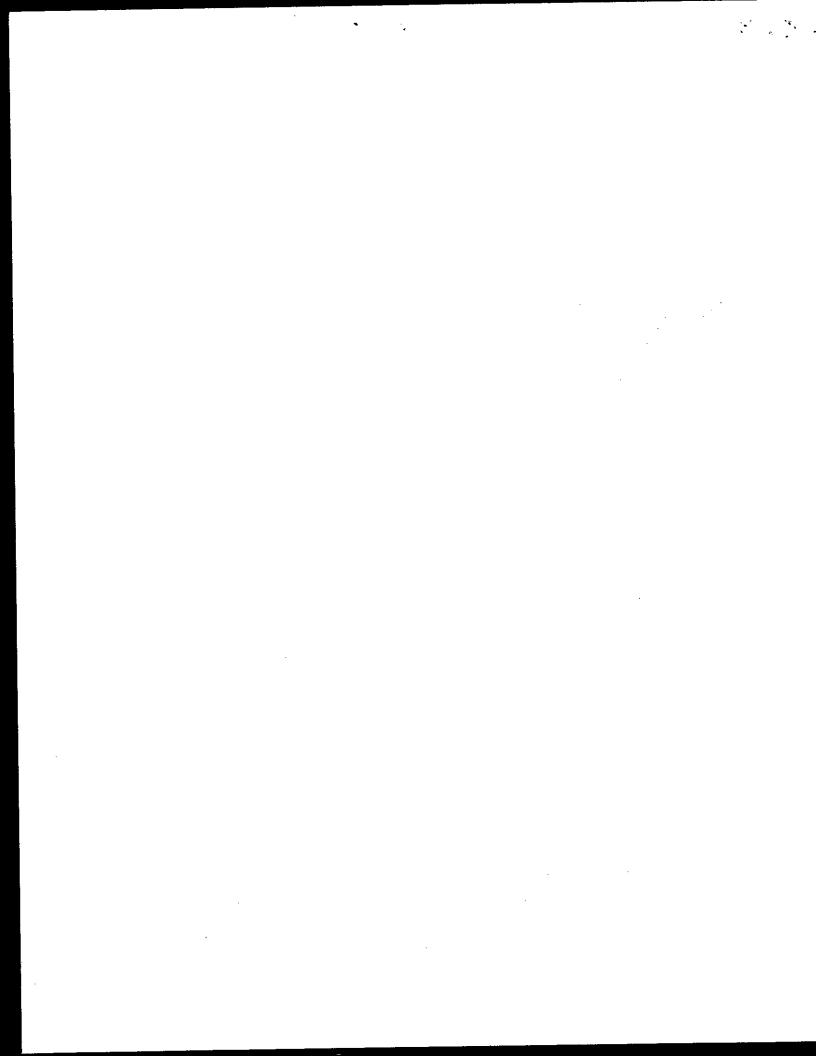
STATE OF NEBRASKA

COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came William R. Jensen, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal on the 2nd day of march, 1994.

GENERAL NOTARY-State of Nebraska ROSE S. WEGMAN My Comra. Exp. 7/24/94 Notary Public Weg nan



STATE OF NEBRASKA)) ss. COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came Mary Jensen, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal on the 2nd day of mand, , 1994.

A GENERAL HOTARY-State of Nebraska
ROSE S. WEGMAN
My Comm. Exp. 1/24/94

Notary Public

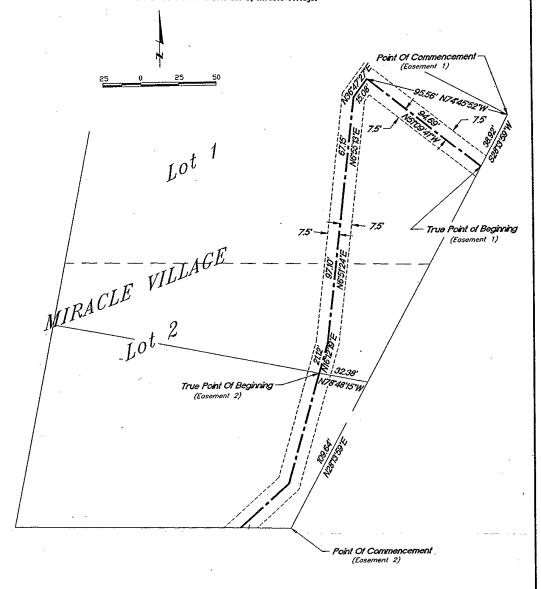


PERMANENT EASEMENT

Easement 1

A permanent easement for the installation and maintenance of a sanitary sewer line across part of Lot 1, Miracle Yillage, an addition to the City of Omaha as surveyed, platted and recorded in bouglas County, Nebraska, said easement being 15.0 feet in width and lying 7.5 feet each side of the following described centerline; Commencing at the Northeast corner of said Lot 1, Miracle Village; Thence South 26 13/59 West (bearings based on the Miracle Village recorded plat) for 38,92 feet along the Easterly line of said Lot 1 to the IRUE POINT of EdithMirK; Thence North 51/09/41* West for 94.69 feet to an existing manhole and the point of termination of this easement, said polat being North 74 45/52* West for 95.56 feet from the Northeast corner of said Lot 1, Miracle Village.

Easement 2
A permanent easement for the installation and maintenance of a sanitary sewer line across parts of tots I and 2, Miracle Village, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, said easement being 15.0 feet in width and lying 7.5 feet each side of the following described centerline; Commencing at the Southeast corner of said Lot 2, Miracle Village; Then North 28 13'59" East (bearings based on the Miracle Village recorded plat) for 109.64 feet along the Easterly line of said Lot 2 to the Mortheast corner of a lot split of said Lot 2; Thence North 78'48'15" West for 32,38 feet along the Mortherly line of said Lot split to the IRUF POINT OF BEGINNING; Thence North 16'12'19" East for 21.12 feet to an existing cleanout; Thence North 06'51'24" East for 97.10 feet to an existing cleanout; Thence North 06'55'13" East for 67.15 feet to an existing cleanout; Thence North 06'55'13" East for 67.15 feet to an existing cleanout; Thence North 06'55'13" East for 50.64 feet 10 and existing cleanout; Thence North 06'55'13" East for 50.64 feet to an existing cleanout; Thence North 06'55'13" East for 50.65 feet to an existing cleanout; Thence North 06'55'13" East for 50.65 feet to an existing cleanout; Thence North 06'55'13" East for 50.65 feet to an existing cleanout; Thence North 06'55'13" East for 50.65 feet to an existing cleanout; Thence North 06'55'13" East for 50.65 feet to an existing cleanout; Thence North 06'55'13" East for 50.65 feet to an existing cleanout; Thence North 06'55'13" East for 50.65 feet to an existing cleanout; Thence North 06'47'27" East for 50.65 feet to an exist Ing





rynearson & associates, inc. lamp, engineers surveyors

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omeha, nebraska 68154

402-498-2498

